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FILED IN THE
U.S. DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

Mar 04, 2020

SEAN F. MCAVOY, CLERK

6 UNITED STATES DISTRICT COURT
7 FOR THE EASTERN DISTRICT OF WASHINGTON

8 UNITED STATES OF AMERICA,

9 Plaintiff,

10 v.

11 RUBEN TREY SALINAS III,

12 Defendant.

NO. 1:19-CR-2054-SAB

Plea Agreement

13
14 Plaintiff United States of America, by and through William D. Hyslop, United
15 States Attorney, and Ian L. Garriques, Assistant United States Attorney, for the Eastern
16 District of Washington, and Defendant Ruben Trey Salinas III (hereinafter "Defendant"),
17 and the Defendant's counsel, Robin C. Emmans, agree to the following Plea Agreement:

18 1. Guilty Plea and Maximum Statutory Penalties:

19 The Defendant agrees to plead guilty to the Indictment filed on November 13,
20 2019, charging the Defendant with Felon in Possession of Firearm, in violation of 18
21 U.S.C. § 922(g)(1), 924(a)(2).

22 The Defendant understands that the maximum statutory penalty for Felon in
23 Possession of Firearm, in violation of 18 U.S.C. § 922(g)(1), 924(a)(2), is 10 years; a fine
24 of \$250,000; or both; a term of supervised release of not more than 3 years; and a \$100
25 special penalty assessment.

26 The Defendant understands that a violation of a condition of supervised release
27 carries an additional penalty of re-imprisonment for all or part of the term of supervised
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1 release without credit for time previously served on post-release supervision.

2 2. The Court is Not a Party to the Agreement:

3 The Court is not a party to this Plea Agreement and may accept or reject this Plea
4 Agreement. Sentencing is a matter that is solely within the discretion of the Court. The
5 Defendant understands that the Court is under no obligation to accept any
6 recommendations made by the United States and/or by the Defendant; that the Court will
7 obtain an independent report and sentencing recommendation from the U.S. Probation
8 Office; and that the Court may, in its discretion, impose any sentence it deems
9 appropriate up to the statutory maximums stated in this Plea Agreement.

10 The Defendant acknowledges that no promises of any type have been made to the
11 Defendant with respect to the sentence the Court will impose in this matter. The
12 Defendant understands that the Court is required to consider the applicable sentencing
13 guideline range, but may depart upward or downward under the appropriate
14 circumstances.

15 The Defendant also understands that should the sentencing judge decide not to
16 accept any of the parties' recommendations, that decision is not a basis for withdrawing
17 from this Plea Agreement or a basis for withdrawing this plea of guilty.

18 3. Waiver of Constitutional Rights:

19 The Defendant understands that by entering this plea of guilty the Defendant is
20 knowingly and voluntarily waiving certain constitutional rights, including:

- 21 a. The right to a jury trial;
- 22 b. The right to see, hear and question the witnesses;
- 23 c. The right to remain silent at trial;
- 24 d. The right to testify at trial; and
- 25 e. The right to compel witnesses to testify.

26 While the Defendant is waiving certain constitutional rights, the Defendant
27 understands the Defendant retains the right to be assisted through the sentencing and any
28 direct appeal of the conviction and sentence by an attorney, who will be appointed at no

1 cost if the Defendant cannot afford to hire an attorney.

2 4. Elements of the Offense:

3 The United States and the Defendant agree that in order to convict the Defendant
4 of Felon in Possession of Firearm, in violation of 18 U.S.C. § 922(g)(1), 924(a)(2), as
5 charged in the Indictment, the United States must prove beyond a reasonable doubt the
6 following elements:

7 First, the Defendant knowingly possessed a firearm;

8 Second, the firearm had been shipped from one state to another or between a
9 foreign nation and the United States; and

10 Third, at the time the Defendant possessed the firearm, Defendant knew that he had
11 been convicted of a crime punishable by imprisonment for a term exceeding one year.

12 9th Cir. Crim. Jury Instr. 8.65 (2010, modified).

13 5. Factual Basis and Statement of Facts:

14 The United States and the Defendant stipulate and agree that the following facts
15 are accurate; that the United States could prove these facts beyond a reasonable doubt at
16 trial; and these facts constitute an adequate factual basis for the Defendant's guilty plea:

17 On June 18, 2019, Zillah Police Department Officers responded to a domestic
18 incident at a Zillah residence where a male and a female were present. When Officer
19 Hoptowit arrived at the residence, he attempted to make contact at the front door but
20 received no response. He could hear shuffling in the house and thought someone was
21 running to the back door. He went to the back. When Chief Quantrell arrived to cover the
22 back of the house, Officer Hoptowit and Sgt. Montgomery returned to the front door.

23 After several attempts, the renter of the residence – recognized by Officer
24 Hoptowit to be Juanita Ramirez (“Ramirez”) – came to the door. Officer Hoptowit saw
25 her roommate, identified as Ruben Trey Salinas III (“Salinas”), in the living room in front
26 of the couch. Sgt. Montgomery called out Salinas from the residence, while Officer
27 Hoptowit spoke to Ramirez at the door. The officers were aware that Salinas was a

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1 previously convicted felon with gang ties.

2 Ramirez said she was on the phone with her lawyer and the homeowner Bill
3 Schuler. Officer Hoptowit said that was fine, but he needed to know why police were
4 called. Ramirez said her lawyer instructed her to call police because her
5 roommate/relative (Salinas) was acting out of control and had recently attacked her at
6 another location.

7 The two were separated. Ramirez said her roommate wanted to leave and she
8 wanted a no contact order and for him to stay gone. Officer Hoptowit explained that if
9 there was no ongoing domestic violence or a current protection order, she would have to
10 evict him because he was resident and had established residency there.

11 Salinas stated that he wanted to voluntarily give up his residency at the house and
12 not return. Officers were then invited to escort Salinas to retrieve his personal effects
13 from the residence and leave. While Chief Quantrell was about to begin escorting Salinas
14 inside the residence, Quantrell noticed a handgun sitting in plain view on the couch on
15 top of a Reebok bag that belonged to Salinas.

16 The pistol was seized for officer safety purposes. Both individuals denied
17 ownership of the pistol. At that time, Salinas was taken into custody and read his Miranda
18 rights. Officer Hoptowit handcuffed Salinas and sat him on a nearby chair. Officer
19 Hoptowit asked Salinas if he understood his warnings and Salinas said, "yes, I
20 understand." Chief Quantrell asked both Salinas and Ramirez where the magazine to the
21 firearm was located. Salinas said, "The magazine didn't come with it." Officer Hoptowit
22 escorted Salinas to his patrol unit and placed his belongings in the back. Officer Hoptowit
23 asked Salinas if there was anything in his bags that he should know about. Salinas
24 responded that "the black bag has loose bullets in it." Salinas was booked on state
25 charges.

26 WSP fingerprint technicians later recovered a latent fingerprint from the firearm.
27 The fingerprint matches Salinas' fingerprint records. ATF confirmed that the firearm was
28 manufactured outside of Washington and identified the firearm as a Phoenix Arms,

1 Model HP22A, .22LR caliber pistol, bearing serial number 4446487.

2 At the time Salinas possessed the preceding firearm, he knew that he had been
3 previously convicted of a crime punishable by more than one year of imprisonment and
4 that he had been sentenced to a 14-month term of incarceration for Second Degree
5 Taking a Motor Vehicle Without Permission in Yakima Superior Court Case No. 17-1-
6 00821-39.

7 This statement of facts does not preclude either party from presenting and arguing,
8 for sentencing purposes, additional facts which are relevant to the guideline computation
9 or sentencing, unless otherwise prohibited in this agreement.

10 6. The United States Agrees:

11 a. Not to File Additional Charges:

12 The United States Attorney's Office for the Eastern District of Washington agrees
13 not to bring any additional charges against the Defendant based upon information in its
14 possession at the time of this Plea Agreement and arising out of Defendant's conduct
15 involving illegal activity charged in the Indictment, unless the Defendant breaches this
16 Plea Agreement any time before or after sentencing.

17 7. United States Sentencing Guideline Calculations:

18 The Defendant understands and acknowledges that the United States Sentencing
19 Guidelines (hereinafter "U.S.S.G.") are advisory to this case and that the Court will
20 determine the Defendant's applicable sentencing guideline range at the time of
21 sentencing.

22 a. Base Offense Level:

23 The United States and the Defendant agree that pursuant to U.S.S.G.
24 § 2K2.1(a)(6), the Base Offense Level is fourteen (14), because the Defendant was a
25 prohibited person at the time he committed the instant offense.

26 b. Specific Offense Characteristics:

27 The United States and the Defendant make no agreement as to whether any

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1 specific offense characteristics may apply.

2 8. Acceptance of Responsibility:

3 If the Defendant pleads guilty and demonstrates a recognition and an affirmative
4 acceptance of personal responsibility for the criminal conduct; provides complete and
5 accurate information during the sentencing process; does not commit any obstructive
6 conduct; accepts this Plea Agreement; and enters a plea of guilty pursuant to this Plea
7 Agreement, the United States will recommend that the Defendant receive a two (2) level
8 reduction for acceptance of responsibility, and if the Defendant's adjusted offense level is
9 sixteen (16), or greater, the United States will move for a one (1)-level reduction for
10 timeliness. *See* U.S.S.G. §§ 3E1.1(a) and (b).

11 The Defendant and the United States agree that the United States may at its option
12 and upon written notice to the Defendant, not recommend a three (3) level downward
13 reduction for acceptance of responsibility if, prior to the imposition of sentence, the
14 Defendant is charged or convicted of any criminal offense whatsoever or if the Defendant
15 tests positive for any controlled substance.

16 9. Criminal History:

17 The United States and the Defendant understand that the Defendant's criminal
18 history computation ultimately will be determined by the Court after review of the
19 Presentence Investigation Report. The United States and the Defendant have made no
20 agreement and make no representations as to the criminal history category, which shall be
21 determined after the Presentence Investigation Report is completed.

22 10. Incarceration:

23 The United States and the Defendant agree that the United States will recommend
24 that the Court impose a sentence of imprisonment within the applicable Guidelines
25 sentencing range and that the Defendant may ask for any legal sentence.

26 11. Criminal Fine:

27 The United States and the Defendant are free to make whatever recommendation

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1 concerning the imposition of a criminal fine that they believe is appropriate.

2 12. Supervised Release:

3 The United States and the Defendant agree to recommend that the Court impose a
4 term of supervised release of three (3) years and to recommend that the Court impose the
5 statutorily mandated, standard, and suggested special conditions of supervised release
6 recommended by the U.S. Probation Office and as set forth in the Presentence
7 Investigation Report.

8 13. Mandatory Special Penalty Assessment:

9 The Defendant agrees to pay the \$100 mandatory special penalty assessment to the
10 Clerk of Court for the Eastern District of Washington, at or before sentencing, pursuant to
11 18 U.S.C. § 3013 and shall provide a receipt from the Clerk to the United States before
12 sentencing as proof of this payment.

13 14. Payments While Incarcerated:

14 If the Defendant lacks the financial resources to pay the monetary obligations
15 imposed by the Court, the Defendant agrees to earn the money to pay toward these
16 obligations by participating in the Bureau of Prisons' Inmate Financial Responsibility
17 Program.

18 15. Additional Violations of Law Can Void Plea Agreement:

19 The Defendant and the United States agree that the United States may at its option
20 and upon written notice to the Defendant, withdraw from this Plea Agreement or modify
21 its recommendation for sentence if, prior to the imposition of sentence, the Defendant is
22 charged or convicted of any criminal offense whatsoever or if the Defendant tests
23 positive for any controlled substance.

24 16. Judicial Forfeiture:

25 The Defendant, RUBEN TREY SALINAS III, agrees to voluntarily forfeit any and
26 all right, title and interest he has in the following listed assets in favor of the United
27 States, including, but not limited to:

28 - a Phoenix Arms, Model HP22A, .22LR caliber pistol, bearing

1 serial number 4446487.

2 The Defendant acknowledges that the firearm covered by this agreement is subject
3 to forfeiture as property facilitating or involved in illegal conduct in violation of 18
4 U.S.C. § 922(g)(1), Felon in Possession of a Firearm, and is therefore forfeitable to the
5 United States pursuant to 18 U.S.C. § 924(d) and 28 U.S.C. § 2461(c).

6 The Defendant agrees to take all steps as requested by the United States to pass
7 clear title to the assets to the United States and to testify truthfully in any forfeiture
8 proceeding.

9 The Defendant agrees to hold all law enforcement and the United States, its agents,
10 and its employees harmless from any claims whatsoever arising in connection with the
11 seizure and forfeiture of any asset(s) covered by this agreement. Defendant consents to
12 the forfeiture, destruction, and/or return of assets to lawful owners, without further notice.

13 The Defendant further agrees to waive all constitutional, equitable and statutory
14 challenges in any manner (including direct appeal, habeas corpus, or any other means) to
15 any forfeiture carried out in accordance with this Plea Agreement on any grounds,
16 including that the forfeiture constitutes an excessive fine or punishment. Defendant
17 knowingly and voluntarily waives his right to a jury trial on the forfeiture of the asset(s).
18 Defendant waives oral pronouncement of forfeiture at the time of sentencing, and any
19 defects that may pertain to the forfeiture.

20 17. Hyde Amendment Waiver:

21 The Defendant waives any claim under the Hyde Amendment, 18 U.S.C. § 3006A
22 (Statutory Note), for attorney's fees and other litigation expenses arising out of the
23 investigation or prosecution of this matter.

24 18. Effect on Immigration Status:

25 The Defendant, recognizes that pleading guilty may have consequences with
26 respect to his immigration status if he is not a citizen of the United States. Under federal
27 law, a broad range of crimes are removable offenses, including the offense to which the
28 Defendant is pleading guilty. Indeed, due to the charge to which Defendant is pleading

1 guilty, removal is presumptively mandatory. Removal and other immigration
2 consequences are the subject of a separate proceeding, however, and Defendant
3 understands that while deportation and/or removal appears to be a virtual certainty, no
4 one, including her attorney or the Court, can predict with absolute certainty the effect of
5 his conviction on his immigration status. Defendant nevertheless affirms that he wants to
6 plead guilty regardless of any immigration consequences that his plea may entail, even if
7 automatic removal from the United States is a virtual certainty.

8 19. Appeal Rights:

9 The Defendant expressly waives his right to appeal any aspect of his conviction
10 and sentence imposed by the Court. Furthermore, the Defendant expressly waives his
11 right to file any post-conviction motion attacking his conviction and sentence, including a
12 motion pursuant to 28 U.S.C. § 2255, except one based upon ineffective assistance of
13 counsel based on information not now known by Defendant and which, in the exercise of
14 due diligence, could not be known by Defendant by the time the Court imposes the
15 sentence.

16 The Defendant acknowledges that this waiver shall result in the dismissal of any
17 appeal or collateral attack the defendant might file challenging the conviction or sentence
18 in this case, except for ineffective assistance of counsel as noted above. If the Defendant
19 files a notice of appeal, a habeas petition, or other collateral attack, notwithstanding this
20 agreement, the Defendant agrees that this case shall, upon motion of the government, be
21 remanded to the district court to determine whether Defendant is in breach of this
22 agreement and, if so, to permit the government to withdraw from the Plea Agreement.

23 20. Waiver of Inadmissibility of Statements:

24 The Defendant agrees to waive the inadmissibility of statements made in the
25 course of plea discussions with the United States, pursuant to Fed. R. Crim. P. 11(f).
26 This waiver shall apply if the Defendant withdraws this guilty plea or breaches this Plea
27 Agreement. The Defendant acknowledges that any statements made by the Defendant to
28 law enforcement agents in the course of plea discussions in this case would be admissible

1 against the Defendant in the United States' case-in-chief if the Defendant were to
2 withdraw or breach this Plea Agreement.

3 21. Integration Clause:

4 The United States and the Defendant acknowledge that this document constitutes
5 the entire Plea Agreement between the United States and the Defendant, and no other
6 promises, agreements, or conditions exist between the United States and the Defendant
7 concerning the resolution of the case. This Plea Agreement is binding only upon the
8 United States Attorney's Office for the Eastern District of Washington, and cannot bind
9 other federal, state or local authorities. The United States and the Defendant agree that
10 this agreement cannot be modified except in a writing that is signed by the United States
11 and the Defendant.

12
13 **Approvals and Signatures**

14
15 Agreed and submitted on behalf of the United States Attorney's Office for the
16 Eastern District of Washington.

17 William D. Hyslop
18 United States Attorney

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20 Ian L. Garriques
Assistant United States Attorney

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Date 

23 I have read this Plea Agreement and have carefully reviewed and discussed every
24 part of the agreement with my attorney. I understand and voluntarily enter into this Plea
25 Agreement. Furthermore, I have consulted with my attorney about my rights, I
26 understand those rights, and I am satisfied with the representation of my attorney in this
27 case. No other promises or inducements have been made to me, other than those

1 contained in this Plea Agreement, and no one has threatened or forced me in any way to
2 enter into this Plea Agreement. I am agreeing to plead guilty because I am guilty.

3 Ruben Salinas
4 Ruben Trey Salinas III
5 Defendant

3/4/2020
Date

6 I have read the Plea Agreement and have discussed the contents of the agreement
7 with my client. The Plea Agreement accurately and completely sets forth the entirety of
8 the agreement between the parties. I concur in my client's decision to plead guilty as set
9 forth in the Plea Agreement. There is no legal reason why the Court should not accept the
10 Defendant's plea of guilty.

11 Robin C. Emmans
12 Robin C. Emmans
13 Attorney for the Defendant

3/4/2020
Date